



# STATE OF HAWAII DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

LEGAL AD DATE: FEBRUARY 09, 2017

## REQUEST FOR PROPOSAL No. RFP-17-001-UI

SEALED OFFERS  
TO EXPAND THE CLAIMANT WEB APPLICATION TO ENABLE  
LIMITED ENGLISH PROFICIENCY INDIVIDUALS THE ABILITY  
TO INTERACT WITH THE SYSTEM IN THEIR NATIVE  
LANGUAGE and PROVIDE HOSTING AND MAINTENANCE  
FOR THE EXISTING BENEFIT CLAIMS ONLINE SYSTEM

**WILL BE RECEIVED UP TO 4:00 P.M. (HST) ON**

**APRIL 12, 2017**

IN THE DEPARTMENT OF LABOR & INDUSTRIAL RELATIONS ADMINISTRATIVE  
SERVICES OFFICE, PRINCESS RUTH KEELIKOLANI BUILDING, 830 PUNCHBOWL  
STREET, ROOM 309, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO  
THIS SOLICITATION TO MS. ANNE EUSTAQUIO, TELEPHONE (808) 586-9071 FACSIMILE  
(808) 586-9077 OR E-MAIL AT [anne.e.perreira-eustaquio@hawaii.gov](mailto:anne.e.perreira-eustaquio@hawaii.gov).

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Linda Chu Takayama  
Director of Labor

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## **SECTION ONE TERMS AND ACRONYMS, INTRODUCTION, SIGNIFICANT DATES, AND SUBMISSION OF PROPOSALS**

### **1.1 TERMS AND ACRONYMS USED HEREIN**

BAFO	=	Best and Final Offer
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated
CA	=	Contract Administrator
Director	=	Director of the Department of Labor and Industrial Relations
DLIR	=	State Department of Labor and Industrial Relations
DLIR ASO	=	Department of Labor and Industrial Relations, Administrative Services Office
DLIR BMO	=	Department of Labor and Industrial Relations, Business Management Officer
DLIR UI or UI	=	Department of Labor and Industrial Relations, Unemployment Insurance Division
EC	=	Evaluation Committee
ETA	=	Employment and Training Administration
GET	=	General Excise Tax
GC	=	General Conditions dated April 15, 2009 issued by the Attorney General's
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
PM	=	Project Manager
RFP	=	Request for Proposals
State	=	State of Hawaii, Department of Labor and Industrial Relations
State PM	=	State Project Manager
SSAE 16	=	Statement on Standards for Attestation Engagements 16

### **1.2 INTRODUCTION**

The purpose of this engagement is to enhance and expand the Unemployment Insurance Online Claims Filing System to enable Limited English Proficient individuals to seamlessly interact with the online system in their native language. The instructions, specifications, requirements, and conditions are meant to assist prospective Offerors in preparing a proposal that meets the needs of the State.

### **1.3 AUTHORITY TO ISSUE THE RFP**

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS), Chapter 103D. All offerors are charged with the presumptive knowledge of all requirements cited by these authorities, and submission of a valid executed proposal by any offeror shall constitute admission of such knowledge on the part of such offeror. Failure to comply with any requirement may result in the rejection of the proposal. The DLIR reserves the right to reject any or all proposals received, or to cancel this RFP, if it is in the best interest of the State.

#### 1.4 CANCELLATION

The RFP may be cancelled and any or all proposals rejected in whole or in part, without liability, when it is determined to be in the best interest of the State. The contract resulting from this RFP shall be paid with federal funds received by DLIR. In the event funds are insufficient, this RFP will be cancelled.

#### 1.5 SIGNIFICANT DATES

The delivery and work schedule set out herein represents the State's best estimate of the schedule that will be followed. If a component of this schedule, such as Proposals Due date is delayed, the rest of the schedule may be shifted by the same number of days. The approximate schedule is as follows. All time is shown as Hawaiian Standard Time (HST).

EVENTS	DATE
Advertisement of RFP	Begins February 09, 2017
Deadline for Written Inquiries, 3:00 pm (HST)	March 01, 2017
Addendum for Response to Questions Received, if required	March 08, 2017
Proposals Due: 4:00 pm (HST)	April 12, 2017
Evaluations of Proposals & Offeror's Presentations/Discussions (if necessary)	April 12, 2017 to April 28, 2017
Best and Final Offers (if necessary).	May 15, 2017
Contractor Selection (estimated)	May 22, 2017 to May 26, 2017
Notice of Award (estimated)	May 23, 2017 to May 27, 2017
Contract Start Date/Notice to Proceed (estimated)	October 1, 2017

#### 1.6 WRITTEN INQUIRIES

Written inquiries must be submitted by email and must reference the RFP number, page, paragraph, and line or sentence to which the question relates. Furthermore, the offerors should list any exceptions to the terms, conditions, specifications, or other requirements listed herein to the Issuing Office, Section 1.8.

Inquiries by phone will not be accepted. All email inquiries received by the deadline will receive a response to each offeror who has registered for this RFP with the DLIR. All written responses shall be issued as an addendum to the RFP and thereby, become part of the RFP.

## 1.7 SUBMISSION OF PROPOSALS

The offeror's submittal must be in the form of an **original and six (6) copies of the proposal** in sealed envelopes or packages and the submittal shall be **RECEIVED** no later than the date and time specified in Section 1.5 Significant Dates to the following address:

DLIR Administrative Services Office  
Attn: Leila Shar, Business Management Officer  
830 Punchbowl Street, Room 309  
Honolulu, HI 96813

Each qualified offeror may submit only one (1) proposal in response to this solicitation. More than one (1) proposal will not be accepted from any offeror.

**One (1) original and Six (6) bound and sealed copies shall be received by the Officer-in-Charge no later than 4:00 p.m. Hawaii Standard Time (HST) on the date specified in Section 1.5 Significant Dates.**

Proposals received after the Proposal Due Date and Time will **NOT** be accepted and will be returned unopened. Each offeror accepts all risks associated with incorrect delivery or with failure to deliver proposal package to the DLIR Administrative Services Office before such date and time by any courier, mail or other delivery service.

## 1.8 ISSUING OFFICE

This RFP is issued by the DLIR. The Officer-in-Charge, mailing address, phone and fax numbers, and e-mail address are as follows:

Leila Shar, Business Management Officer  
DLIR Administrative Services Office  
830 Punchbowl Street, Room 309  
Honolulu, Hawaii 96813  
Tel: (808) 586-8888  
Fax: (808) 586-8899  
E-mail: Leila.Shar@hawaii.gov

## **SECTION TWO BACKGROUND INFORMATION, STATEMENT OF WORK, AND SCOPE OF SERVICES**

### **GENERAL INFORMATION**

#### **2.1 BACKGROUND INFORMATION**

Currently Unemployment Insurance (UI) claimants interact with the Unemployment Insurance Division through its Benefit Claims Online System which is a web service. This Benefit Claims Online System is presented to all claimants in English. It is the Unemployment Insurance Divisions mission to enhance and expand the system to provide claimants an option to interact with the Division in the top four languages prevalent to UI claimants.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and its implementing regulations provide that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives Federal financial assistance. In order to comply with statutory and regulatory obligations to ensure equal, effective and meaningful access to the UI program, UI plans to expand and enhance the Benefit Claims Online System to enable Limited English Proficiency (LEP) individuals to access and interact with the online benefits system in Simplified Chinese and Tagalog as well as English. Hawaii's population reflects a rich blend of peoples and cultures. According to the US Census Bureau, 2006-2008 American Community Survey Public Use Microdata Sample, 24.8% of Hawaii's 1.3 million people speak a language other than English at home; and which has steadily increased over the past several years. For many, English is not their primary language. Many have only a limited ability to read, write, speak or understand English. This Accessibility Automation LEP Project speaks of UI's commitment to provide essential and meaningful UI access to LEP customers. Cantonese, Mandarin and Tagalog have been determined by DLIR Interpreter Services Surveys, to be the largest population of LEP individuals requiring language assistance when dealing with Unemployment Insurance. Hawaii has a unique and diverse cultural population, so enhancing the web application to allow clientele to file in multiple languages will improve the efficiency and accuracy of the claims process, and provide cost savings for interpretive services. It will also ensure UI claims information and filing procedures are accessible and automated for these individuals.

DLIR UI's existing benefit claims filing system uses a Host Gateway Server residing in the DMZ to manage the communication between the UI Internet WEB server and IBM mainframe. The communication between the DLIR UI Internet WEB Server and the Host Gateway Server is accomplished through a VPN tunnel between DLIR UI and the contractor/Host. The DLIR UI Internet WEB Server is restricted to access Host Gateway Server in the DMZ only.

The DLIR UI's Internet Host Gateway Server is a MS Windows server running an IBM Websphere application server. All DLIR UI Benefit Claim CC process transactions generated through the Benefit Claims Online System are first written to transaction files to be queued for update to the main database when the main database is available for

update. The IC and location services processes are queued to the database server and updated the next day.

## **2.2 STATEMENT OF WORK**

The DLIR UI (“State”) wishes to engage an individual or organization (“Contractor”) to enhance and expand the Unemployment Insurance Benefit Claims Online System to enable Limited English Proficiency individuals to seamlessly interact with the online system in their native language through translation of the existing Benefit Claims Online System in its entirety. The enhancement and expansion of the System MUST be integrated into the existing Benefit Claims Online System.

The LEP requirements detailed in Sections 2.1 Background Information, 2.2 Statement of Work and 2.3 Scope of Services will be referred to as the “LEP Translation Application”.

The Contractor must also provide comprehensive managed hosting, maintenance and related support services for the Benefit Claims Online System in accordance with Section 2.3, beginning on October 1, 2017 and ending on September 30, 2018 as well as hosting and maintenance and related support services for the LEP Translation Application which includes all screens and processes created under this RFP starting on the date of full implementation for up to a one year period. At the sole discretion of DLIR UI, the contract for hosting, maintenance, and related support services for the Benefit Claims Online System and the LEP Translation Application may be extended for up to four additional twelve-month periods subject to the availability of federal funds, the Contractor’s satisfactory performance, and a mutually-agreeable price.

## **2.3 SCOPE OF SERVICES**

The Contractor shall provide the following to carry out Section 2.2 Statement of Work above:

- Update, enhance, re-vamp the current Initial Claims, Reactivations and Weeks Claimed program logic and design in preparation for LEP Translation.
- Programming and systems analysis to develop, test and implement the LEP Translation Application for all processes and screens in the current benefit claims online system.
- Hosting services, including acquiring all necessary hardware and software, for one year after the LEP Translation Application is implemented.
- Maintenance, troubleshooting, and other support services, for one year after the LEP Translation Application is implemented.
- Hosting, maintenance and related support services for the Benefit Claims Online System beginning on October 1, 2017 and ending on September 30, 2018.
- Full rights and a license for the use of the software product encompassing this RFP.

### **2.3.1 TRANSLATION ELEMENTS**

The translation of data should encompass the entire online Benefit Claims Filing System. The following are elements of the Benefit Claims Online System which shall be translated:

**2.3.1.1 Filing**

- Initial Claims
- Reactivation of Claims
- Continued Claims

**2.3.1.2 Notifications**

- Confirmation Emails
- Inquiry

**2.3.1.3 User Account**

- Registration
- Claim Inquiry
- Edit Profile
- Change Address, Phone Number
- Direct Deposit
- Tax Withholding
- Weeks Claimed Details
- Alerts
- Menu Bar

**2.3.1.4 Forms (Translate Instructions Only)**

- Claims
  - UI-156
  - UC-161(a)
  - UC-226
  - UC-253
  - UC-275
  - UC-348
  - UC-BP-1SAB
  - Additional forms to be determined

**2.3.1.5 Web Pages**

- General Information
- Announcements
- Home Page
- Login Page
- Login Password Page

**2.3.1.6 System Functions**

- Task List
- Dashboard
- Headers and Footers

**2.3.1.6 Links**



All links displayed in the Benefit Claims Online System, including links in claimant emails. Following is a non-exhaustive list of links:

#### **Announcement**

- Unemployment Office locations:  
<http://labor.hawaii.gov/ui/unemployment-office-locations>
- SIDES E-Response (Employer):  
[https://huiclaims2.hawaii.gov/UI\\_ClaimWEB/employerHome.jsf](https://huiclaims2.hawaii.gov/UI_ClaimWEB/employerHome.jsf)
- E-LER (Employer):  
[https://huiclaims2.hawaii.gov/UI\\_ClaimWEB/temp/ler\\_help.html](https://huiclaims2.hawaii.gov/UI_ClaimWEB/temp/ler_help.html)

#### **Dashboard**

- Unemployment Benefit Forms:  
<http://labor.hawaii.gov/ui/ui-forms/#uicclaimants>
- Additional Filing Information:  
<https://dlirtestnode.datahouse.com:4434/#/home>
- FAQs (Frequently Asked Questions):  
<http://labor.hawaii.gov/ui/faq/>
- UI Handbook:  
<https://labor.hawaii.gov/ui/files/2017/01/UC-226-rev-11-15-1.pdf>
- Benefit Estimator:  
[https://huiclaims2.hawaii.gov/UI\\_ClaimWEB/pages/calculator/calculator.jsf](https://huiclaims2.hawaii.gov/UI_ClaimWEB/pages/calculator/calculator.jsf)

#### **UI Division Homepage**

- <http://labor.hawaii.gov/ui/>

#### **Resources and Services**

- UI Forms: (Translate Instructions Only)  
<http://labor.hawaii.gov/ui/ui-forms/>
- Re-employment Services:  
<http://labor.hawaii.gov/ui/job-resource-information-and-services/>
- Assistance Programs:  
<http://labor.hawaii.gov/ui/assistance-programs/>
- Find a Law:  
<http://labor.hawaii.gov/ui/find-a-law/>
- Find a Report:  
<http://labor.hawaii.gov/ui/find-a-report/>

#### **Applicant Information**

- Handbook on Unemployment Benefits:  
<http://labor.hawaii.gov/ui/handbook-on-unemployment-benefits-2/>
- Information about Filing Online:  
<http://labor.hawaii.gov/ui/information-about-filing-online/>
- Filing Weekly or Biweekly Claim Certifications:\*  
<http://labor.hawaii.gov/ui/filing-weekly-or-bi-weekly-claim-certifications/>
- Information on UI Fraud:  
<http://labor.hawaii.gov/ui/information-on-ui-fraud/>
- 10 Things You Should Know... when filing your claims:  
<http://labor.hawaii.gov/ui/files/2013/03/Top10.pdf>
- Filing During a Labor Dispute:

- <http://labor.hawaii.gov/ui/filing-during-a-labor-dispute/>
- FAQs –Frequently Asked Questions:  
<http://labor.hawaii.gov/ui/faq/>
- Estimate Your Weekly Benefit Amount:  
[https://huiclaims2.hawaii.gov/UI\\_ClaimWEB/pages/calculator/calculator.jsf](https://huiclaims2.hawaii.gov/UI_ClaimWEB/pages/calculator/calculator.jsf)

**Filing Online – What to Expect:**

- PDF Worksheet:  
[https://huiclaims2.hawaii.gov/UI\\_ClaimWEB/pdf/UI\\_worksheet\\_v3.pdf](https://huiclaims2.hawaii.gov/UI_ClaimWEB/pdf/UI_worksheet_v3.pdf)
- Withhold Federal/State Income Tax (UC-156):  
<http://labor.hawaii.gov/ui/ui-forms/form-uc-156/>
- Record of Contacts Made for Work (UC-253):  
<http://labor.hawaii.gov/ui/ui-forms/form-uc-253/>
- CC Filing Schedule:  
[https://dlirtest02.datahouse.com/UI\\_ClaimWEB/pages/initialClaim/filingSchedule.jsf?file=20151016](https://dlirtest02.datahouse.com/UI_ClaimWEB/pages/initialClaim/filingSchedule.jsf?file=20151016)

### **2.3.1 INITIAL CLAIMS, REACTIVATIONS AND WEEKS CLAIMED UPDATE, ENHANCEMENT, REVAMP**

The Contractor will be required to streamline the Initial Claims, Reactivations and Weeks Claimed process by working with UI staff to reexamine EVERY question in the IC, AC, REO and WC process to eliminate, rewrite, reconfigure and/or add to the questions and answers platform that currently exists to improve the process and to create a smooth translation from English to Simplified Chinese and Tagalog and note/flag that this applicant is an LEP applicant. All “HELP” prompts must also be included in this process.

The Contractor shall stream line the web application by eliminating the “Continue” response after each section and create a smooth transition from page to page.

### **2.3.2 WEB APPLICATION ENHANCEMENTS**

The Contractor shall enhance the benefit claims web application to allow active and inactive claimants the ability to update all elements in their user account.

The Contractor shall enhance the benefit claims web application to announce and highlight the translated application on the home page for easy access by LEP clients.

The Contractor shall work with UI staff to analyze the issue creation process to eliminate and/or consolidate similar issues.

The Contractor shall enhance the web application by creating a process to email up to ten additional forms or questionnaires to claimants in all languages.

#### **2.3.2.1 Mainframe Data**

The Contractor shall convert the current inquiry screen process which screen scrapes information from the mainframe to an enhanced inquiry process which performs queries through ADA SQL to obtain information which is utilized by the Benefit Claims Online System; consisting of approximately 60 screens.

The Contractor shall be required to work with UI staff to analyze the current method of updating the mainframe to create an enhanced process. The Contractor shall then provide and implement the enhanced process.

### **2.3.3 REQUIRED REPORTS, LOGS, LOGIC**

The Contractor shall enhance and reprogram all records, reports, logs and workload count documentation which are currently generated from the existing Benefit Claims Online System to recognize, include and tally all transactions created from the LEP Translation Application.

### **2.3.4 WEB ADMIN**

The Contractor shall enhance the Web Admin application to add up to ten screens which display data obtained from the claimant or from the UI Benefit mainframe library so UI staff has minimal interaction with the mainframe and more interaction with Web Admin.

The Contractor shall reprogram the Claim Inquiry screen in Web Admin to display claimant responses in both English and their Translated language for all displays in Claim Inquiry. UI staff must have the ability to request the Claim Inquiry selections in both English and the Translated language chosen by claimant. New screens will also be required to provide LEP statistics. Such as counts on number of individuals applying for UI using the LEP Translation services, etc.

The Contractor shall create an on demand process through a template and/or email to notify an LEP claimant in their language to report for an interview at their respective UI Office.

### **2.3.5 CUSTOMER SERVICE TOOL**

The Contractor shall create claimant web screens on Web Admin for UI staff to use as a customer service tool to assist claimants with real time filing of an Initial Claim, Reactivation and/or Weeks Claimed. This process must not be used or made able to update any production site.

### **2.3.6 THIRD PARTY CERTIFICATION**

The Contractor shall be required to hire a third party to CERTIFY the validity of the Translated application. Contractor shall be required to notify State PM of the prospective third party vendor and State PM must be in approval of vendor selection.

### 2.3.7 OWNERSHIP OF DATA AND SOFTWARE APPLICATION

The Contractor shall acknowledge and agree that all DLIR UI data belongs to DLIR UI and that the Contractor acquires no right or licenses, including without limitation intellectual property rights or licenses, to use DLIR UI data for its own purposes. The Contractor shall ensure that data is not available to any other entity but the DLIR UI at all times. The Contractor also acknowledges and agrees that DLIR UI is the sole owner of the LEP Translation Application and the existing Benefit Claims Online System.

### 2.3.8 MAINTENANCE SUPPORT FOR THE LEP TRANSLATION APPLICATION

#### 2.3.7.1 Application Maintenance

Contractor shall provide programming support for the LEP Translation Application. The UI Web application is written in Java runs on Websphere and interfaces with SQL. In addition, JAVA script with Angular and Express are used. The Benefit system is written in Adabas/Natural and COBOL. Maintenance includes troubleshooting, bug fixes to existing application code, and general support to maintain the application software.

#### 2.3.7.2 Service Requests

All Service Requests will be submitted by State utilizing phone, e-mail or other online problem tracking system. State will designate individual users authorized to submit Service Requests and communicate problems and questions. Technical Support for issues related to Software Product functionality will be available during normal working hours. Contractor shall respond to hardware and software problems that prevent or limit the State's ability to perform its work in a timely manner. Contractor shall insure that such problems are addressed and resolved in the shortest timeframe possible.

Response times to Service Requests are measured from receipt of the Service Request to acknowledgement and assignment of a Service Request to the appropriate Contractor resources for remediation of the request. All Service Requests are unique and depending on severity and complexity will require differing resources and time to resolve. As such this table does not indicate the duration or resource hours necessary to address a Service Request to its resolution. The following table outlines the service levels of the various services provided by State based on the severity of the Service Request received. State is responsible for categorizing Service Requests according to severity prior to submission to Contractor. Severity assigned to a Service Request will dictate the response times to the Service Request as indicated in the table below.

<b><u>Maintenance/Support</u></b>	<b><u>Critical</u></b>	<b><u>High</u></b>	<b><u>Medium</u></b>	<b><u>Low</u></b>
Server Management	24 hours	24 hours	24 hours	48 hours
Hot fix Installation	24 hours	24 hours	24 hours	48 hours
Service Pack Installation	24 hours	24 hours	24 hours	48 hours
Security Patch Installation	24 hours	24 hours	24 hours	48 hours
Component/Software Installation	24 hours	24 hours	24 hours	48 hours
Internal Monitoring/Support	24 hours	24 hours	24 hours	48 hours
Manual Log Rotation	24 hours	24 hours	24 hours	48 hours
User Account Management	24 hours	24 hours	24 hours	48 hours

**Firewall Management**

Port permission configuration	24 hours	24 hours	24 hours	24 hours
Configuration Management	24 hours	24 hours	24 hours	24 hours
Anti-Virus Updates	1 hour	1 hour	1 hour	1 hour

**System Administration / Support**

Hardware and System Configuration	As required	As required	As required	As required
Operating System Upgrades	24 hours	24 hours	48 hours	72 hours
Web Server	1 hour	1 hour	5 hours	8 hours
Supported software/patch installation	24 hours	24 hours	48 hours	48 hours
Security configuration/patch installation	24 hours	24 hours	48 hours	48 hours
Adding Domains	24 hours	24 hours	48 hours	48 hours
Password Protection/Server Support	24 hours	24 hours	48 hours	48 hours
Server Reboot/Service Shutdown	As required	As required	As required	As required

**System Administration / Support**

Network Equipment Monitoring	N/A	N/A	N/A	N/A
Unscheduled Outages	1 – 2 hrs	2 hrs	2 hrs	2 hrs
Scheduled Maintenance	As required	As required	As required	As required
Ping of Primary IP Address	As required	As required	As required	As required
Port Monitoring	N/A	N/A	N/A	N/A
Pager Alerts	As required	As required	As required	As required
Application Monitoring	N/A	N/A	N/A	N/A
Software Product Upgrades (following release date)	1 – 3 days	4 days	7 days	10 days

All Service Requests will be evaluated according to the severity assigned. Service Request severity categories are defined as follows:

- a. **Critical**: Used when a serious error has occurred that terminated the Software Product, whether the result of input, user, program, or system error. An incident that results in a critical business impact on the system, a complete or substantial loss of service when using the system, or real or perceived data loss or data corruption making an essential part of the system unusable, or the inability to use a mission critical segment of the system.
- b. **High**: Issued for situations that cause the system/function to terminate prematurely. An incident that results in serious business impact on the system, the functionality of the software is adversely affected, and cannot be circumvented, or certain functions within the software are disabled or unusable.
- c. **Medium**: Issued for situations that may be problematic but do not cause the system/function to terminate prematurely. An incident that results in some business impact on the system, the functionality of the software is adversely affected, but can be circumvented, or certain functions within the software are disabled, but the Software Product remains operable.
- d. **Low**: Any error condition of a nature not covered by other severity definitions. An incident that results in a minimal business impact on the system, an incident where there is no loss of service and the incident has

no significant impact on the usability of the software. This level is typically used for questions, comments and enhancement requests.

## **2.3.9 HOSTING SERVICES FOR THE LEP TRANSLATION APPLICATION**

### **2.3.9.1 Managed Web Application Hosting**

Contractor shall provide a hosting environment that includes production, staging and development regions. The staging region will mirror the production region and be used as a final staging area where final tests are conducted before migrating any changes to the UI production test region (V4T) and the production region (V5P). The development region will be used to develop new internet applications or modifications to the production system. This is also the region which UI will conduct user acceptance testing. The hosting environment shall also include Application, Web, and Database servers and software that are required to operate the UI Web application and services to maintain the functionality of servers, operating systems, database management systems, and application software. Contractor shall correct defects within software and hardware within a reasonable time of notification. The physical hosting facility must provide for adequate security, fire control, and backup power generation.

The Contractor shall provide the following managed support services:

- a. Data center facility – locally based, SSAE 16 certified, redundant power/cooling, backup power, and controlled access security.

#### *Definition of – locally based*

The State of Hawaii requires that the requested services be physically provisioned within the State of Hawaii from a data center with the following minimum specifications:

- The primary data center must be physically located in the State of Hawaii on the island of Oahu.
- Interconnect services available directly (not aggregated) from carrier-owned equipment.
- The data center facility must be located outside the Hawaii Tsunami Evacuation zone or new proposed Honolulu City and County of Honolulu Extended Tsunami Evacuation zone.
- The data center facility must be located outside of a flood zone typically requiring mandatory flood insurance. Specifically, the facility must be in GIS designated Flood Zone B, C, or X (outside of any GIS-defined 1% annual chance coastal floodplain) or Zone D (where flood hazards are undetermined e.g., mountainous regions).
- The data center facility power and HVAC systems must be independent of other entities' systems, except for baseline electrical power from authorized electrical utilities and Provider must directly maintain such power and HVAC systems.
- The data center facility must have a dedicated 24x7 manned security guard on premises.

- The data center facility must have 24x7 building management systems, managed by the data center provider, for critical infrastructure systems and security monitoring systems.
  - Site visits may be required at any time.
- b. Primary and backup database servers with automatic failover to back up server; including hardware and all required software licenses and software maintenance.
  - c. Primary and backup application servers with automatic failover to back up server; including hardware and all required software licenses and software maintenance.
  - d. Oversee interface with WebSphere Application Server to Host Integration servers managed by DLIR.
  - e. IPSec VPN peer connection to DLIR network
  - f. Perform daily, monthly and year-end operational tasks
  - g. External vulnerability network scanning performed – weekly
  - h. Dual Internet connectivity with automatic failover
  - i. Nightly data backup with offsite encrypted backup storage
  - j. 24x7 monitoring and support network infrastructure
  - k. Windows server administration and management

#### **2.3.9.2 Operational Support Services**

- a. Perform daily, weekly, monthly, and year end operational support services and operational tasks such as running batch jobs, distributing reports, checking logs, and providing general support to maintain the operations of the UI LEP Translation Application. The following operational tasks are required to be run at the designated frequencies:
  1. Daily Report Distribution
  2. Weekly Job
  3. Employer Table updates
  4. Month-end Jobs
  5. IP Geolocation table updates
  6. Year-End Jobs
  7. Table updates
- b. Monitor and maintain the UI Web Application on 24/7 basis. Show a site not available message when the State host is down. Insure that the system constantly monitors the VPN and is ready to come up when the host is available.

- c. Perform the following security and firewall management services:
  - 1. Security Patch Installation
  - 2. Virus/Spyware Scanning
  - 3. Port Monitoring
  - 4. Port Permission Configuration
  - 5. Firewall Configuration Management
  - 6. Automated Intrusion Prevention
  
- d. Perform all regular, routine maintenance for Application and Web servers running components or modules required for operation of the UI system. Maintenance tasks provided are as follows:
  - 1. Service Pack Installation
  - 2. Hotfix Installation
  - 3. Hardware Driver Updates
  - 4. Component/Software Installation
  - 5. Hardware/Software Installation and Configuration
  - 6. Operating System Installation and Upgrades
  - 7. Software Product Installation
  - 8. Database Server Management
  - 9. Application Server Management
  - 10. Server Restart/Reboot (as required)
  - 11. Operating System Services Management (starting/stopping)
  
- e. Perform Server Level User Account Management Services as follows:
  - 1. User Account Creation/Maintenance (Server Level)
  - 2. Permissions Management (Server Level)
  
- f. Back up data on a regular schedule and insure that related storage and recovery services are provided as follows:
  - 1. Daily backups
  - 2. Offsite encrypted tape storage
  - 3. RAID Array Disk Recovery/Replacement (hot swap)
  - 4. Full/Partial System Restoration
  - 5. Emergency Hardware Repair/Replacement
  
- g. Perform scheduled maintenance or upgrades as required. System downtime may be required to perform regular system maintenance or upgrades. When this is required, all reasonable efforts will be made to schedule downtime during maintenance typical Off-Peak Hours and Contractor shall provide State a minimum of 72 hours notice prior to performing work which will make the system unavailable for longer than a period of twenty (20) minutes. Standard maintenance and support will be available during normal business hours, while installation of patches, upgrades and other non-critical fixes will be evaluated on a case-by-case basis.



## **2.3.10 MAINTENANCE SUPPORT FOR THE EXISTING BENEFIT CLAIMS ONLINE SYSTEM**

### **2.3.9.1 Software Product Support**

Contractor shall use commercially reasonable efforts to assist State by accepting Service Requests for the existing Benefit Claims Online System during State's normal business hours. If the Service Request is a question, Contractor shall make commercially reasonable efforts to respond with the answer to the questions posed, if known, in a reasonable time. If the Service Request reports an alleged problem, State will submit sufficient documentation or identification of the problem to enable Contractor to reproduce and verify the problem. Contractor shall respond to problem reports in a commercially reasonable time after the problem has been verified, and shall provide information on fixing or avoiding the problem, or shall provide a Software Update that is free of the problem provided. The UI Web application is written in Java runs on Websphere and interfaces with SQL. The Benefit system is written in Adabas/Natural and COBOL. Maintenance includes troubleshooting, bug fixes to existing application code, and general support to maintain the application software.

### **2.3.9.2 Service Requests**

All Service Requests will be submitted by State utilizing phone, e-mail or other online problem tracking system. State will designate individual users authorized to submit Service Requests and communicate problems and questions.

Technical Support for issues related to Software Product functionality will be available during normal working hours.

Contractor shall respond to hardware and software problems that prevent or limit the State's ability to perform its work in a timely manner. Contractor shall insure that such problems are addressed and resolved in the shortest timeframe possible.

Response times to Service Requests are measured from receipt of the Service Request to acknowledgement and assignment of a Service Request to the appropriate Contractor resources for remediation of the request. All Service Requests are unique and depending on severity and complexity will require differing resources and time to resolve. As such this table does not indicate the duration or resource hours necessary to address a Service Request to its resolution. The following table outlines the service levels of the various services provided by State based on the severity of the Service Request received. State is responsible for categorizing Service Requests according to severity prior to submission to Contractor. Severity assigned to a Service Request will dictate the response times to the Service Request as indicated in the table below.

<b>Maintenance/Support</b>	<b>Critical</b>	<b>High</b>	<b>Medium</b>	<b>Low</b>
Server Management	24 hours	24 hours	24 hours	48 hours
Hot fix Installation	24 hours	24 hours	24 hours	48 hours
Service Pack Installation	24 hours	24 hours	24 hours	48 hours
Security Patch Installation	24 hours	24 hours	24 hours	48 hours

Component/software Installation	24 hours	24 hours	24 hours	48 hours
Internal Monitoring/Support	24 hours	24 hours	24 hours	48 hours
Manual Log Rotation	24 hours	24 hours	24 hours	48 hours
User Account Management	24 hours	24 hours	24 hours	48 hours

### **Firewall Management**

Port permission configuration	24 hours	24 hours	24 hours	24 hours
Configuration Management	24 hours	24 hours	24 hours	24 hours
Anti-Virus Updates	1 hour	1 hour	1 hour	1 hour

### **System Administration / Support**

Hardware and System Configuration	As required	As required	As required	As required
Operating System Upgrades	24 hours	24 hours	48 hours	72 hours
Web Server	1 hour	1 hour	5 hours	8 hours
Supported software/patch installation	24 hours	24 hours	48 hours	48 hours
Security configuration/patch installation	24 hours	24 hours	48 hours	48 hours
Adding Domains	24 hours	24 hours	48 hours	48 hours
Password Protection/Server Support	24 hours	24 hours	48 hours	48 hours
Server Reboot/Service Shutdown	As required	As required	As required	As required

### **System Administration / Support**

Network Equipment Monitoring	N/A	N/A	N/A	N/A
Unscheduled Outages	1 – 2 hrs	2 hrs	2 hrs	2 hrs
Scheduled Maintenance	As required	As required	As required	As required
Ping of primary IP Address	As required	As required	As required	As required
Port Monitoring	N/A	N/A	N/A	N/A
Pager Alerts	As required	As required	As required	As required
Application Monitoring	N/A	N/A	N/A	N/A
Software Product Upgrades (following release date)	1 – 3 days	4 days	7 days	10 days

All Service Requests will be evaluated according to the severity assigned. Service Request severity categories are defined as follows:

- a. **Critical:** Used when a serious error has occurred that terminated the Software Product, whether the result of input, user, program, or system error. An incident that results in a critical business impact on the system, a complete or substantial loss of service when using the system, or real or perceived data loss or data corruption making an essential part of the system unusable, or the inability to use a mission critical segment of the system.
- b. **High:** Issued for situations that cause the system/function to terminate prematurely. An incident that results in serious business impact on the system, the functionality of the software is adversely affected, and cannot be circumvented, or certain functions within the software are disabled or unusable.
- c. **Medium:** Issued for situations that may be problematic but do not cause the system/function to terminate prematurely. An incident that results in some business impact on the system, the functionality of the software is adversely affected, but can be circumvented, or certain functions within the software are disabled, but the Software Product remains operable.

- d. Low: Any error condition of a nature not covered by other severity definitions. An incident that results in a minimal business impact on the system, an incident where there is no loss of service and the incident has no significant impact on the usability of the software. This level is typically used for questions, comments and enhancement requests.

## **2.3.11 HOSTING SERVICES FOR THE EXISTING BENEFIT CLAIMS ONLINE SYSTEM**

### **2.3.11.1 Managed Web Application Hosting**

Contractor shall provide comprehensive, managed web hosting services for the Software Product. Contractor shall provide and maintain, as necessary, Application, Web and Database servers that host the Software Product and make it available for standard Internet access to authorized users as designated by State. Contractor shall use all reasonable efforts to maintain the functionality of servers, operating systems, database management systems, associated software, and Software Product. Defects within software and hardware shall be corrected within a reasonable time of notification. The Contractor's physical hosting facility must have adequate security, fire control and power generation.

The Contractor shall provide the following managed support services:

- a. Data center facility – locally based, SSAE 16 certified, redundant power/cooling, backup power, and controlled access security.

#### *Definition of – locally based*

The State of Hawaii requires that the requested services be physically provisioned within the State of Hawaii from a data center with the following minimum specifications:

- The primary data center must be physically located in the State of Hawaii on the island of Oahu.
- Interconnect services available directly (not aggregated) from carrier-owned equipment.
- The data center facility must be located outside the Hawaii Tsunami Evacuation zone or new proposed Honolulu City and County of Honolulu Extended Tsunami Evacuation zone.
- The data center facility must be located outside of a flood zone typically requiring mandatory flood insurance. Specifically, the facility must be in GIS designated Flood Zone B, C, or X (outside of any GIS-defined 1% annual chance coastal floodplain) or Zone D (where flood hazards are undetermined e.g., mountainous regions).
- The data center facility power and HVAC systems must be independent of other entities' systems, except for baseline electrical power from authorized electrical utilities and Provider must directly maintain such power and HVAC systems.
- The data center facility must have a dedicated 24x7 manned security guard on premises.
- The data center facility must have 24x7 building management systems, managed by the data center provider, for critical infrastructure systems and security monitoring systems.

- Site visits may be required at any time.
- b. Primary and backup data base servers with automatic failover to back up server; including hardware and all required software licenses and software maintenance. **See Current System Diagram Attached**
- c. Primary and backup application servers with automatic failover to back up server; including hardware and all required software licenses and software maintenance. **See Current System Diagram Attached**
- d. Manage interface with WebSphere Application Server to Host Integration servers managed by DLIR.
- e. IPSec VPN peer connection to DLIR network.
- f. Perform daily, monthly and year end operational tasks
- g. External vulnerability network scanning – weekly
- h. Dual Internet connectivity with automatic failover
- i. Nightly data backup with offsite encrypted backup storage
- j. 24x7 monitoring and support network infrastructure
- k. Windows server administration and management.

#### **2.3.11.2 Operational Support Services**

- a. Perform daily, monthly, and year end operational support services and operational tasks such as running batch jobs, distributing reports, checking logs, and providing general support to maintain the operations of the UI Employer Web application and UI Tax Field Audit program. The following operational tasks are required to be run at the designated frequencies:
  - a. Daily Report Distribution
  - b. Weekly Job
  - c. Employer Table updates
  - d. Month-end Jobs
  - e. IP Geolocation table updates
  - f. Year-End Jobs
  - g. Table updates
- b. Monitor and maintain the UI Web Application on 24/7 basis. Show a site not available message when the State host is down. Insure that the system constantly monitors the VPN and is ready to come up when the host is available.

- c. Perform the following security and firewall management services:
  - a. Security Patch Installation
  - b. Virus/Spyware Scanning
  - c. Port Monitoring
  - d. Port Permission Configuration
  - e. Firewall Configuration Management
  - f. Automated Intrusion Prevention
  
- c. Perform all regular, routine maintenance for Application and Web servers running components or modules required for operation of the UI system. Maintenance tasks provided are as follows:
  - a. Service Pack Installation
  - b. Hotfix Installation
  - c. Hardware Driver Updates
  - d. Component/Software Installation
  - e. Hardware/Software Installation and Configuration
  - f. Operating System Installation and Upgrades
  - g. Software Product Installation
  - h. Database Server Management
  - i. Application Server Management
  - j. Server Restart/Reboot (as required)
  - k. Operating System Services Management (starting/stopping)
  
- e. Perform Server Level User Account Management Services as follows:
  - 1. User Account Creation/Maintenance (Server Level)
  - 2. Permissions Management (Server Level)
  
- f. Back up data on a regular schedule and insure that related storage and recovery services are provided as follows:
  - 1. Daily backups
  - 2. Offsite encrypted tape storage
  - 3. RAID Array Disk Recovery/Replacement (hot swap)
  - 4. Full/Partial System Restoration
  - 5. Emergency Hardware Repair/Replacement
  
- g. Perform scheduled maintenance or upgrades as required. System downtime may be required to perform regular system maintenance or upgrades. When this is required, all reasonable efforts will be made to schedule downtime during maintenance typical Off-Peak Hours and Contractor shall provide State a minimum of 72 hours notice prior to performing work which will make the system unavailable for longer than a period of twenty (20) minutes. Standard maintenance and support will be available during normal business hours, while installation of patches, upgrades and other non-critical fixes will be evaluated on a case-by-case basis.

## **SECTION THREE WORK PLAN AND REQUIREMENTS**

### **3.1 WORK PLAN**

The Contractor shall be responsible for designing and submitting to the DLIR UI a required work plan, including timeline for the implementation of the LEP Translation Application. The purpose of the plan is to ensure the proper coordination of all organizations and activities. The plan shall include but not be limited to identification of specific phases, tasks and activities, schedules, deliverables, identification of personnel responsibilities, and other information required to ensure a successful implementation.

The Contractor shall be responsible for designing and submitting to the DLIR UI a required work plan, including timeline for the transition of the Maintenance and Support of the existing Benefit Claims Online System. The purpose of the plan is to ensure the proper coordination of all organizations and activities. The plan shall include but not be limited to identification of specific phases, tasks and activities, schedules, deliverables, identification of personnel responsibilities, identification of hardware and software required and other information required to ensure a successful implementation.

### **3.2 PROJECT MANAGER REQUIREMENTS**

Offeror shall designate a Project Manager (PM) for this Project to be responsible for installation, testing, deployment, and acceptance of all work performed under this RFP. The PM shall have technical and operational decision-making authority.

The PM shall work with the STATE PM to coordinate System implementation, testing, and deployment. The PM shall provide verbal and written progress reports.

- a. Submit written notification and explanation of any schedule changes, installation delays, and problem resolution foreseen by the Contractor to the STATE PM.
- b. Integrate their installation schedule within the overall project schedule and shall be held responsible for ensuring all products, labor, and other related elements necessary to facilitate the installation are identified and made available in order to meet the project schedule.
- c. Be responsible for monitoring the project, bringing all changes, modifications, or discrepancies to the attention of the STATE PM.
- d. Schedule all work with the STATE PM.

### **3.3 ACCEPTANCE TEST REQUIREMENTS**

DLIR-UI will conduct acceptance tests in the DLIR-UI development region, once development testing is complete, testing is to be then performed in the DLIR-UI mainframe production test region (V4T). The tests conducted by DLIR-UI will demonstrate the functionality of the system as described in Section 2.2 Statement of Work and Section 2.3 Scope of Service.

Contractor shall provide UI testers with step by step text translation documentation that correlates directly to the English version so testers can perform function transactions and see if expected outcomes are obtained.

Upon successful completion of the Acceptance Test, the STATE PM shall notify the Contractor in writing and authorize connecting the system into Production.

### **3.4 SYSTEM DEVELOPMENT AND IMPLEMENTATION REQUIREMENTS**

System should be implemented by September 30, 2018 with a possibility of an extension to September 30, 2019.

### **3.5 TRAINING REQUIREMENTS**

- The Contractor shall provide training for **all** staff that use the LEP Translation Application. The following types of training and written manuals specific to each type of training must be provided prior to implementation of the System:
  - Staff who access the System (training should cover back-end functions performed by authorized staff); and
  - Administrators of the System.
- The training must be offered prior to implementation of the system as well as prior to any major software/hardware upgrades, as appropriate.
- Contractor must offer various training alternatives, such as on-site, off-site or on-line training sessions with acceptance by the State PM.

### **3.6 DOCUMENTATION REQUIREMENTS**

The system must be fully documented, including a complete summary and detail of the following:

- User documentation;
- Business Requirements;
- System installation, administration and procedural documentation;
- System architecture documentation, including software, hardware and network infrastructure, application design architectures, and hosted environment;
- Migration of the LEP Translation Application into the existing Benefit Claims Online system; and
- Data model documentation.

### **3.7 OFFICE LOCATION**

The Contractor is required to have a physical office location in the State of Hawaii on the island of Oahu and 98% of the work must be performed by staff physically assigned and located in the Hawaii office.

### 3.8 QUALIFICATION REQUIREMENTS OF FIRM AND STAFF

The Contractors (or "Offeror") shall provide a comprehensive description of its ability to meet the staffing requirements outlined in this RFP. The names and resumes of personnel assigned to this project will be submitted in the proposal. Substitute or additional personnel will not be used until a resume is received and approved by the STATE PM. The STATE PM will have the right to request the removal of personnel from all work on this project upon written notification to the Contractor.

If subcontractor(s) will be used, a statement from each subcontractor will be included in the proposal, signed by an individual authorized to legally bind the subcontractor, and stating:

- The subcontractor's name, mailing address, telephone number, fax number, and contact person.
- The general scope of work to be performed by the subcontractor.
- The subcontractor's willingness to perform the work indicated.

Offeror shall provide a list of similar installations (minimum of 3 installations) successfully completed by the Offeror and available for inspection. Similar is intended to mean:

- Equivalent or larger in size.
- Utilization of the same or similar system as proposed in the Offeror's response.
- A system installation that is roughly equivalent to the State's requirements.

The above references shall be included for contact:

- Name of Company
- Address of Company
- Name of Contact
- Address of Contact
- Telephone Number
- FAX Number
- E-Mail Address
- Business Description

The State may contact some or all of the references. The Offeror shall clear such contact with the reference so as to avoid any communication problems or "proprietary information" problems with the reference. The State may wish to visit the Offeror's office and/or one or more similar installations. The Offeror shall, upon request, accompany the State personnel to these sites.

### 3.9 PRICE STRUCTURE REQUIREMENTS

Price structure **must be outlined per listed requirement and by each phase** (if applicable). A Total Sum Bid must be given for the project and should be broken down into costs related to the requirements of this RFP, which must be itemized. (See Attachments for a sample Offer Form which can be used for the Total Sum Bid)



## SECTION FOUR PROPOSAL FORMAT AND CONTENT

### 4.1 INTRODUCTION

One of the objectives of this RFP is to make proposal preparation easy and efficient, giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When an Offeror submits a proposal, it will be a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully meet the obligations outlined in this RFP.

Please be aware that Section 6 SPECIAL PROVISIONS identifies additional procurement related requirements that the Offeror shall meet. Specifically, Section 6.10 PROPOSAL PREPARATION and Section 6.8 SUBMISSION OF PROPOSAL should be scrutinized.

Proposals shall:

- a. Provide all of the information requested in this RFP in the order specified.
- b. Submitted in three-ring binders, organized into sections, with tabs separating each section described below:
  - Table of Contents
  - Transmittal Letter
  - Offer Form
  - Wage Certificate
  - Tax Equalization Certificate
  - Executive Summary
  - Work Plan
  - Functionality
  - Hosting and Maintenance Support for the LEP Translation Application
  - Hosting and Maintenance Support for the existing Benefit Claims Online System
  - Qualifications of Firm and Staff
  - Price Structure - **must be outlined per listed requirement and by each phase**
  - Technical Information
  - Confidential Information
  - Exceptions
  - Required Certificates

These sections are primarily designed to provide information necessary for DLIR UI to evaluate offers pursuant to the Evaluation Criteria provided in Section 5 of this RFP. Offeror is advised to review the Evaluation Criteria and to provide all information necessary to allow the DLIR UI to evaluate Offeror's proposal based on these criteria.

One (1) original and six (6) copies of each proposal shall be submitted on forms and in the format specified in this RFP (see Section 6.10g, ORIGINAL PROPOSAL, BEST AND FINAL OFFER AND FINAL OFFER (IF ANY) AND COPIES TO BE SUBMITTED.

## 4.2 FORMAT AND CONTENT

Any material deviation from these requirements may adversely affect the evaluation of the proposal.

Offerors must follow the requirements set forth below. Proposals must be organized in the following sections in the exact format using all titles, subtitles, and numbering, with tabs separating each section. Each section must be addressed individually and pages must be numbered.

**Section I:**     **Table of Contents.** A table of contents should list the individual sections of the Proposal and their corresponding page numbers. Tabs should separate each of the individual sections.

**Section II:**   **Transmittal Letter.** Include a Transmittal Letter confirming that the Offeror shall comply with all of the provisions of this RFP and containing the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.

**Offer Form.** Include a completed OFFER FORM. See ATTACHMENTS for a facsimile of the form.

**Wage Certificate.** Include a completed WAGE CERTIFICATE. See ATTACHMENTS for a facsimile of the form.

**Tax Equalization Certificate.** Include a completed TAX EQUALIZATION CERTIFICATE. See ATTACHMENTS for a facsimile of the form.

**Section III:**   **Executive Summary.** Include an Executive Summary, signed by an officer of the company, describing the Offeror and providing a brief synopsis of the proposal, including benefits to the State if accepted. This synopsis should be three (3) or fewer pages in length and easily understood.

**Section IV:**   **Work Plan.** Include among other things, the identification of specific phases, tasks and activities, schedules, deliverables, identification of personnel responsibilities, hardware and software requirements and other information required to ensure a successful implementation.

**Section V:**     **Functionality.** Describe how the proposal addresses all requirements specified in Section 2.3. For each requirement, the Offeror must indicate whether it is "Fully Compliant" or "Non-Compliant".

- Section VI:** **Hosting, and Maintenance Support.** Describe how the proposal addresses requirements of Section 2.3 for the LEP Translation Application.
- Section VII:** **Hosting, and Maintenance Support.** Describe how the proposal addresses requirements of Section 2.3 for the existing Benefit Claims Online System.
- Section VIII:** **Qualifications of Firm and Staff.** Describe how the proposal addresses requirements of Section 3.8.
- Section IX:** **Price Structure.** Establish a price structure for the listed requirements as explained in Section 3.9. **(Must be outlined per listed requirement and by each phase)**
- Section X:** **Technical Information.** Offeror shall place in this section any technical information, product brochures, descriptions, literature, or other materials required by this RFP or referenced in their proposal.
- Other brochures and/or specification literature not otherwise required by this RFP shall be submitted upon request. If requested, such brochures and/or specifications shall be delivered within seven (7) business days of the request.
- Section XI:** **Confidential Information:** Offeror shall place all Confidential Information, if any, in this tabbed section with a request in writing for nondisclosure of designated trade secrets or other proprietary data. See RULES OF PROCUREMENT Section 6.11, Confidentiality of Information.
- Section XII:** **Exceptions.** Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The absence of any exception by the Offeror represents compliance with every requirement of this RFP.
- Offeror shall not submit their organization's terms and conditions, standard contracts, or other agreements unless requested by the DLIR UI. General references to such items or attempts at complete substitution of such items may result in disqualification of Offeror's proposal. Offerors are encouraged to submit specific alternate language to the DLIR UI terms and conditions if such changes are desired. The decision to accept or reject any exceptions taken shall be at the discretion of the DLIR UI and its decision shall be final.
- Section XIII:** **Required Certificates.** Certificates listed below shall be submitted at the time of Award. However, if valid certificates are not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award (See Section 6.15, AWARD OF CONTRACT). Contractors are requested to apply for these certificates and submit them with their offer.

**Certificate of Good Standing.** Refer to Section 6.15, AWARD OF CONTRACT, Compliance with Section 103D-310(c)(1) and (2), HRS.

**Evidence of Insurance.** Certificate of insurance evidencing Commercial General Liability and Automotive Liability Insurance (occurrence form). Refer to 6.23, INSURANCE REQUIREMENTS.

#### **4.3 ECONOMY OF PRESENTATION**

Proposals shall be prepared in a straightforward and concise manner, and shall describe the offering(s) and capabilities in a format that is reasonably consistent and appropriate to the purpose. Emphasis shall be on completeness and clarity of content. If any additional information is required by the DLIR UI regarding any aspect of the Offer's proposal, it shall be provided within five (5) business days after request.

#### **4.4 ORAL PRESENTATION**

Respondents to this RFP may be required to make an oral presentation of their proposal with a demonstration of their products to ensure a thorough and mutual understanding. DLIR UI shall schedule the time and location for these presentations (if required), normally within five (5) to ten (10) days following the Proposals Due date.

## **SECTION FIVE EVALUATION CRITERIA AND CONTRACTOR SELECTION**

### **5.1 GENERAL INFORMATION**

**Evaluation Committee.** Each proposal will be evaluated based on five (5) criteria set forth below. A proposal that is unreasonable in terms of technical or schedule commitments, or unrealistically high or low in costs will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk requirements as set forth in this RFP. Evaluation of the proposals and vendor selection shall be within the sole judgment and discretion of the Evaluation Committee.

The Evaluation Committee will be responsible for reviewing, evaluating, ranking and selection. The rankings will be based on evaluation criteria that will identify the proposal that will best meet the DLIR's specifications and service requirements listed herein.

### **5.2 SCORING OVERVIEW AND EVALUATION CRITERIA**

Evaluation criteria and the associated points are listed below. One (1) award will be made to the responsible Offeror whose proposal receives the most points and is determined to be the most advantageous to the DLIR UI based on the evaluation criteria listed in this section.

#### **Scoring Overview**

The scoring process will be performed by individuals on the Evaluation Committee.

For consistency, this guide provides a framework by which scores are accurate reflections of the proposal's merits. It will be the scorer's responsibility to evaluate each proposal without bias.

The DLIR UI, within the bounds of the project budget, will select the proposal that meets all mandatory requirements and has the highest total score.

#### **Response Requirements**

Sections 1.1 -1.8 are designed to provide response guidance to the offeror, and no direct scoring is necessary. However, it is important to realize that these sections do provide stipulations to support the ease of RFP scoring. Specifically, failure to adhere to the prescribed format can result in disqualification of the bid.

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS RFP IS **500.**

#### **5.2.1 EFFECTIVENESS AND RELIABILITY OF THE SYSTEM (100 points)**

- a. Does the Offeror have a good understanding of the requirements of this RFP?
- b. Does the proposal fulfill the requirements of this RFP?

- c. Does the proposal address all features, functionalities, and requirements for the LEP Translation Application?
- d. Has the Offeror incorporated industry standards to ensure compliance with existing and future hosting and maintenance needs?
- e. Does the proposal incorporate proven or new technology platforms that meet standard practices?
- f. Does the proposal provide sufficient security and safeguard of all data in the System.
- g. Does the proposal demonstrate that the System will be effective, efficient, and user-friendly for the public?
- h. Does the Offeror clearly state the steps and effort needed to obtain requirements, program, install, deploy, and host the new System, including connection and interface to the UI Benefit Mainframe system?
- i. Does the Offeror clearly state the steps and effort needed to transition the Hosting and Maintenance of the existing Benefit Claims Online System?

#### **5.2.2 QUALIFICATIONS OF FIRM AND STAFF (100 points)**

- a. Has the Offeror submitted a plan, to provide suitable staffing to service the DLIR UI under the contract?
- b. Does the Offeror have a proven track record of its capability to perform the requirements of this RFP?
- c. Does the Offeror have a sound reputation and developed goodwill in the information technology industry and business community?
- d. Is the staff located locally to handle the demands expected under the contract?
- e. What are the qualifications and/or certifications of the Offeror's staff assigned to this project?
- f. What qualifications and experience do the systems analyst, computer programmers and firm have regarding ADABAS data-based management system and computer programming using NATURAL.
- g. How long has the Offeror been in business?
- h. If subcontractor(s) are to be used, what are their qualifications in reference to the above criteria?
- i. Have previous customers expressed satisfaction with Offeror's product/services?

#### **5.2.3 OFFEROR'S ABILITY TO SERVICE THE PROJECT (100 points)**

- a. Is the staff size appropriate for servicing the project?
- b. Does the Offeror provide phone support?
- c. Is Offeror agreeable to having staff work of the UI office?
- d. Does the Offeror have an office in the State of Hawaii?
- e. Is 98% of the staff performing the services on this contract located in the State of Hawaii?
- f. How will Offeror ensure timely delivery of products?

- g. What is the Offeror's record for timely delivery service?
- h. Do references support the Offeror's ability to perform the required work?
- i. Does the Offeror have a working understanding of the State of Hawaii government structure?
- j. Does the Offeror have a working understanding of the State of Hawaii procurement, accounting, and payment procedures?
- k. Will the Offeror provide training for staff as described in Section 3.5, Training Requirements?

#### **5.2.4 HOSTING SERVICES AND MAINTENANCE SUPPORT TO BE PROVIDED (100 points)**

- a. What is the Offeror's record of responsive hosting and maintenance services?
- b. How many service personnel does the Offeror maintain?
- c. Is there adequate coverage for DLIR UI?
- d. Will the Offeror's existing hosting and maintenance contracts adversely affect their ability to maintain this contract?
- e. Is the Offeror capable of providing managed web application hosting, and application and web server monitoring and administration?
- f. Are the firewall and security policies and practices adequate?
- g. Are the backup and recovery policies and procedures adequate?
- h. Is the Offeror capable of performing Domain and User Account Management?
- i. Does the Offeror possess the appropriate experience to perform the maintenance support described in the RFP?
- j. Can the Offeror meet the required uptime and system availability?
- k. Can the Offeror meet the response time requirements?
- l. Does the Offeror provide software upgrades with no additional charges as part of maintenance support?
- m. What is the Offeror's reputation for customer service?
- n. Are problem escalation procedures detailed and acceptable?
- o. Does the Offeror exhibit willingness to service their customers and provide proper resources?
- p. Does the Offeror provide support manuals and training?

#### **5.2.5 COST AND REASONABLENESS OF PRICE (100 Points)**

- a. Is the pricing proposed competitive and reasonable?
- b. What is the Offeror's past performance in maintaining current pricing on DLIR UI contracts?

Overall, a maximum of one-hundred (100) points of the total evaluation points will be assigned to evaluate cost. In converting cost to points, the lowest cost proposal will automatically receive the maximum number of points allocated to cost, 100 points. The point allocations for cost on the other proposals will be determined through the method set out as follows:

$$\frac{[\text{Lowest Cost Proposal} \times 100 \text{ points (max.)}]}{[\text{Offeror's Proposal Cost}]} = \text{Points}$$



## **SECTION SIX SPECIAL PROVISIONS**

### **6.1 SCOPE**

Services for licensing, installation, deployment, hosting, and maintenance of the LEP Translation Application and hosting and maintenance of the Benefit Claims Online system shall be in accordance with this RFP, with this Special Provision, the attached Specifications, and the Attorney General's General Conditions (GC), Form AG-008; 103D.

### **6.2 RESPONSIBILITY OF OFFERORS**

Offeror is advised that if awarded a contract under this solicitation, Offeror will, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, Hawaii Administrative Rules (HAR):

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; **and**
6. Be registered to do business in the State of Hawaii under the requirements of 103D-310(c), HRS.(hereinafter referred to as a "COMPLIANT" Business with Hawaii Compliance Express.)

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

Refer to <http://spo.hawaii.gov>

### **6.3 TERM OF CONTRACT**

The term of the contract shall commence on the date specified on the Notice to Proceed. Offerors are advised that funds are available for this contract and must be obligated by September 30, 2017. Should there be insufficient funds, thereafter the State may terminate this agreement without any penalties.

Contract shall commence on the official commencement date specified on the Notice to Proceed issued upon execution of the contract by both parties. Successful Offeror shall be **required** to enter into a formal written contract to commence work on this project

The contract will end on September 30, 2019 and may be extended to September 30, 2020, subject to availability of funds. Hosting and Maintenance of the system may be annually extended for up to 4 additional twelve month periods after the implementation of the Application or any portion thereof, if mutually agreed upon in writing prior to

contract expiration and modified with a supplemental agreement. The Contractor or State may terminate the extended contract period at any time upon six month prior written notice.

#### **6.4 OVERVIEW OF THE RFP PROCESS**

- a. The RFP is issued pursuant to Subchapter 6 of Chapter 3-122, HAR, implementing Section 103D-303, HRS.
- b. The procurement process begins with the issuance of the RFP by DLIR UI and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- c. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more department officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award. All proposals and other materials submitted by Offerors become the property of the State and may be returned only at the State's option.
- d. Proposals shall be evaluated by the Evaluation Committee (EC) in accordance with the evaluation criteria in Section 5. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- e. Proposals may be accepted on evaluation without discussion. Prior to entering into discussions, if any, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals.
- f. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
- g. Following any discussions, Priority Listed Offerors shall be invited to submit their BAFO, if required. The EC reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO, should that prove necessary.
- h. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.5, Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as their BAFO.
- i. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section 5, the EC will make its selection. The contract will be awarded to the Offeror whose proposal is determined to be the most advantageous to DLIR UI taking into consideration price and the evaluation factors set forth in Section 5.
- j. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once the award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the DLIR UI agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
- k. The Procurement Officer or evaluation committee reserves the right to determine what is in the best interests of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The EC will conduct a

comprehensive, fair and impartial evaluation of proposals received in response to the RFP.

- I. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

## **6.5 CONTRACT ADMINISTRATOR**

The CA or its designee shall chair status meetings, oversee scheduling of DLIR UI resources, receive all deliverables, and monitor and assess selected Contractor's performance. For purposes of this contract, the CA is:

Anne Perreira-Eustaquio  
Program Development Officer  
Program Development, Coordination and Evaluation Services  
Section  
Unemployment Insurance Division  
Department of Labor and Industrial Relations  
830 Punchbowl Street, Room 325  
Honolulu, HI 96813  
Telephone: (808) 586-9071  
Fax: (808) 586-9077

## **6.6 STATE PROJECT MANAGER**

The STATE PM is responsible for system implementation, operations, and monitoring and assessing Contractor performance. The STATE PM shall serve as the DLIR UI primary liaison with the Offerors during all phases of the RFP process and with the Contractor during all phases of the Contract. The STATE PM shall be responsible to secure the necessary information and/or decisions to facilitate the resolution of project issues in a timely manner. The DLIR UI PM for this contract is:

Michelle Hamilton  
Unemployment Insurance Specialist  
Program Development, Coordination and Evaluation Services  
Section  
Unemployment Insurance Division  
Department of Labor and Industrial Relations  
830 Punchbowl Street, Room 325  
Honolulu, HI 96813  
Telephone: (808) 586-9232  
Fax: (808) 586-9077

## **6.7 PERMITS, CERTIFICATES, AND LICENSES**

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

The Contractor shall comply with all business registration requirements prior to commencing work under this contract. Failure to comply with the requirements of this paragraph may be grounds for a proposal to be rejected or the contract to be terminated.

## **6.8 SUBMISSION OF PROPOSAL**

Proposals shall be received at the DLIR Administrative Services Office (ASO), 830 Punchbowl Street, Princess Ruth Keelikolani Building, Room 309, Honolulu, Hawaii, 96813, no later than the date and time stated on the cover page of the RFP. Timely receipt of offers shall be evidenced by the date and time registered by the DLIR Business Management Officer (BMO) time stamp clock. Offers received after the deadline shall be returned unopened.

Each Offeror may submit only one (1) proposal. Alternate proposal(s) will not be accepted. If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 309. This may cause a delay in receipt by the DLIR BMO and the offer may reach the DLIR BMO after the deadline.

**Potential Offerors are advised to contact the DLIR BMO to insure that Offeror's name, address, telephone and facsimile number(s) are on record for addenda distribution. The DLIR UI shall not be responsible for distribution of addenda to those potential Offerors who have not provided this information to the DLIR BMO.**

**Submission of a proposal** shall constitute an incontrovertible representation by the Offeror of understanding, acceptance, and compliance with every requirement of this RFP unless otherwise noted as specified herein, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Offeror must:

- a. Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments and any other relevant documentation.
- b. Become familiar with State, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work specified herein.

## **6.9 REQUIRED REVIEW AND WRITTEN INQUIRIES**

- a. Offerors are charged with presumptive knowledge of all requirements of the cited authorities, including State, local, and federal laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work. Submission of a valid executed proposal by an Offeror shall constitute a representation and certification of such knowledge on the part of the Offeror.
- b. Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. This will allow issuance of any necessary amendments to the

RFP. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made.

- c. Any exception taken to the terms, conditions, specifications, or other requirements listed herein, shall be listed in the Exceptions section of the Offeror's proposal, if the exception is unresolved by the Proposals Due Date.
- d. Comments concerning defects and questionable or objectionable matter shall be made in writing and submitted to the Officer-in-Charge (section 1.8) in accordance with Section 1.6, Written Inquiries no later than the deadline for written inquiries specified in SIGNIFICANT DATES (Section 1.5).
- e. No pre-proposal conference will be held.
- f. **Written inquiries must be received, not simply postmarked, by the DLIR UI by the deadline specified.** Written inquiries must state the page, paragraph, and line or sentence to which the question relates.
- g. All written inquiries received by the Deadline for Written Inquiries specified in SIGNIFICANT DATES (Section 1.5) shall receive a written response that will be faxed and/or emailed to each Offeror, provided that the Offeror's facsimile numbers and email address have been given to the DLIR UI. The DLIR UI shall not be responsible for notifying those potential Offerors who have failed to provide the necessary contact information. All written responses shall be issued as an addendum to the RFP and become, thereby, part of the RFP.

#### 6.10 PROPOSAL PREPARATION

- a. **OFFER FORMS** Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Forms. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

- b. **OFFER GUARANTY** An offer guaranty is NOT required for this RFP.
- c. **COMPLIANT BUSINESS** A business entity referred to as a "compliant business," must furnish proof of compliance with the requirements of 103D-310(c), HRS.
- d. **TAX LIABILITY.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET). If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption. Out-of-State Offerors not possessing a GET license must complete a Tax Equalization Certificate.

- f. **WAGE CERTIFICATE.** Refer to the Attachments located in this RFP. The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS. Offeror is advised that although item 2 of the Wage Certificate is not applicable to this solicitation since there are no public sector employees performing work similar to the requirements herein, item 1 of the certificate applies and therefore submission of the Wage Certificate is required.
- g. **ORIGINAL PROPOSAL, BEST AND FINAL OFFER AND FINAL OFFER (IF ANY) AND COPIES TO BE SUBMITTED** Original and six (6) copies of the proposal, and of the Best and Final Offer, if any, are required. The original shall be clearly marked as "ORIGINAL" and shall be single sided, in three-ring binders, organized in sections, tabs separating each section, and signed by the person with the authority to commit the Offeror. The six (6) copies shall be copies of the original, clearly marked "Copy \_\_\_\_ of 6 copies".

Offeror shall submit typewritten proposals. Offeror is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

Failure to include the items requested by the RFP in Offeror's proposal may be cause for the proposal to be determined non-responsive and rejected.

All proposals become the property of the State of Hawaii.

Copies of documents transmitted by Offerors via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to section 3-122-16.07, HAR, respectively.

- h. **COSTS INCURRED IN PREPARING THE PROPOSAL** Costs for developing the Proposal and for making any presentations prior to contract award shall be the sole responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii shall not reimburse any of these costs whatsoever.
- i. **PACKAGING OF PROPOSAL** The packaging containing the proposal and the subsequent BAFO, if any, shall be sealed and clearly marked as follows:
- Name of Offeror
  - Offeror's Mailing Address
  - Offeror's Telephone No.
  - Offeror's Facsimile No.
  - RFP No. RFP-17-001-UI
  - To Expand the Claimant Web Application to Enable Limited English Proficiency Individuals the Ability to Interact with the System in Their Native Language and Provide Hosting and Maintenance for the Existing Benefit Claims Online System.
  - Bid Opening Date and Time

Note: The packaging containing the envelope of the BAFO, if any, shall be additionally labeled "Best and Final Offer".

## **6.11 RULES OF PROCUREMENT**

To facilitate the procurement process, various rules have been established as described in the following subsections.

### **No Contingent Fees**

No Offeror shall employ any company or person, other than a bona fide employee working solely for the Offeror, or company regularly employed as its marketing agent, to solicit or secure this contract. Nor shall it pay or agree to pay any company or person, other than a bona fide employee working solely for the Offeror, or a company regularly employed by the Offeror as its marketing agent, any fees, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award of a contract to perform the specifications of this RFP.

### **RFP Amendments**

The DLIR reserves the right to amend the RFP at any time prior to the closing date for submission of the proposal. Changes to the RFP shall be done via an addenda.

### **Rules for Withdrawal or Revision of Proposals**

A proposal may be withdrawn or revised at any time prior to, but not after **May 15, 2017**. In order to withdraw or revise a proposal, a request in writing by the Offeror, or their authorized representative, must be submitted to the Issuing Officer. This withdrawal or revision must be filed with the Officer-in-Charge before the deadline of the receipt of proposals, but shall not prejudice the right of an Offeror to submit a new proposal before or on the deadline for receipt of proposals.

### **Independent Price Determination**

State law requires that a proposal shall not be considered for award if the price in the proposal was not arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other offeror or with any competitor.

An Offeror shall include a certified statement in the proposal certifying that the proposal was arrived at without any conflict of interest as described above. Should a conflict of interest be detected at any time during the contract, the contract shall be null and void, and the Offeror shall assume all costs of this project until such time that a new Offeror is selected.

### **Confidentiality of Information**

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Officer-in-Charge should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld.

**An offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.**

Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

### **6.11.1 ACCEPTANCE OF PROPOSALS**

The DLIR reserves the right to reject any or all proposals received, or to cancel this RFP, if it is in the best interest of the State of Hawaii.

The DLIR also reserves the right to waive minor irregularities in proposals, provided such action is in the best interest of the State.

Where the DLIR may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse any offeror from full compliance with the RFP specifications and other contract requirements, if the offeror is awarded the contract.

The DLIR reserves the right to consider as acceptable, only those proposals submitted in accordance with all technical requirements set forth in this proposal offering. Any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

### **6.11.2 PROPOSAL INSPECTION**

During the proposal evaluation and award recommendation period, proposals shall not be available for inspection.

### **6.11.3 DISQUALIFICATION OF OFFERORS**

An Offeror shall be disqualified and the offer automatically rejected for any one or more of the reasons:

- a. Proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion will be barred from future solicitations until reinstated.
- b. Offeror's lack of responsibility and cooperation as shown by past work or services.
- c. Offeror's being in arrears on existing contracts with the State or having defaulted on previous contracts.
- d. Offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated.



- e. Offeror does not possess proper license to cover the type of work contemplated, if required.
- f. Offeror's delivery of the proposal after the deadline specified in this RFP.
- g. Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of this RFP.

#### **6.11.4 IRREGULAR PROPOSALS**

Proposals considered irregular for one or more reasons including, but not limited to the following, may adversely affect the Offeror's proposal:

- a. If the proposal letter or transmittal letter is unsigned by the Offeror, or does not include notarized evidence of the authority of the officer submitting the proposal to submit such proposal.
- b. If the proposal shows any non-compliance with applicable laws or contains any unauthorized additions or deletions, conditioned, incomplete, or irregular or is in anyway making the proposal incomplete, indefinite, or ambiguous as to its meaning.
- c. An unbalanced proposal in which the price for any item is obviously out of proportion to the prices for other items.

#### **6.12 PRICING**

Pricing for development, installation, hosting, and maintenance will be all inclusive, including but not limited to, all applicable taxes, transportation and labor costs to deliver, install and test the system to ensure full operational function.

#### **6.13 OFFER ACCEPTANCE PERIOD**

The DLIR UI acceptance of offer, if any, will be made within ninety (90) calendar days after the opening of proposals. Prices quoted by the Offeror shall remain firm for the ninety (90) day period.

#### **6.14 EVALUATION OF PROPOSALS**

An evaluation committee of at least three (3) State employees selected by the State Contract Administrator shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section 5 of this RFP and in accordance with the process set forth in Section 6.4.

## **6.15 AWARD OF CONTRACT**

### **METHOD OF AWARD**

Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation factors set forth in this RFP.

### **CERTIFICATE OF GOOD STANDING**

Pursuant to HRS Chapter 103D-310(c)(1) and (2) the selected offeror shall at the time of the award must have a Certificate of Good Standing.

### **RESPONSIBILITY OF OFFEROR**

Pursuant to HRS Chapter 103D-310(c) the selected offeror shall at the time of the award be compliant with all laws governing entities doing business in the State. The State will verify compliance on Hawaii Compliance Express (HCE).

### **HAWAII COMPLIANCE EXPRESS**

The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. There is an annual registration fee and the "Certificate of Vendor Compliance" is required for the execution of the contract and final payment.

### **TIMELY REGISTRATION ON HCE**

Vendors/contractors/service providers are advised to register on HCE as soon as possible. If a vendor/contractor/service provider is **NOT COMPLIANT** on HCE at the time of award, an Offeror will not receive the award.

### **COMPLIANCE WITH FEDERAL REGULATIONS**

Pursuant to 29 CFR Part 97, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments certain specific provisions (Part 97.36) must be included and complied with by the selected Offeror if the contract is paid with federal funds. Provisions of 29 CFR Part 97 are available at:

<https://www.dol.gov/oasam>

### **FINAL PAYMENT REQUIREMENTS**

A "Certificate of Vendor Compliance" issued by the HCE must be submitted for final payment.

#### **6.16 ADDITIONAL TERMS AND CONDITIONS**

The DLIR UI reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

#### **6.17 RE-EXECUTION OF WORK**

The Contractor shall re-execute any work that fails to conform to requirements of the contract which appear during the course of the work and shall immediately remedy any defects due to faulty workmanship by the Contractor.

#### **6.18 LIQUIDATED DAMAGES**

Refer to Number 9 of the GC; 103D, HRS. Liquidated damages are fixed at the sum of FIVE HUNDRED DOLLARS (\$500.00) for each and every calendar day the Contractor fails to perform in whole or in part any of his obligations specified hereunder.

#### **6.19 QUESTIONS PRIOR TO OPENING OF PROPOSALS**

All questions must be submitted in writing and directed to Leila Shar, the Officer-in-Charge in accordance with Section 1.6, Written Inquiries. The DLIR UI will respond to written questions by the date indicated in Section 1.5. Significant Dates, or as amended.

#### **6.20 CANCELLATION OF RFP AND PROPOSAL REJECTION**

The DLIR UI reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the DLIR UI, pursuant to Section 3-122-95 through 3-122-97, HAR.

The DLIR UI shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

#### **6.21 PROPOSAL AS A PART OF THE CONTRACT**

This RFP, any addenda, and all or part of the successful proposal shall be incorporated into the contract.

#### **6.22 EXCEPTIONS**

Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. Absence of any exception represents compliance with every requirement of this RFP

Offeror shall not submit their organization's terms and conditions, standard contracts, or other agreements unless specified herein. General references to such items or attempts at complete substitution of such items may result in disqualification of Offeror's proposal.

Offerors are encouraged to submit specific alternate language to the DLIR UI terms and conditions if such changes are desired. The decision to accept or reject any exceptions or alternatives shall be at the discretion of the DLIR UI and its decision shall be final.

## 6.23 INSURANCE REQUIREMENTS

If selected for award of a contract, the Offeror will be required to have a Commercial General Liability Policy, Installation Floater Liability Policy and an Automobile Liability Policy which meets the following criteria:

Coverage	Limits
Commercial General Liability (CGL)	\$1,000,000 per occurrence and \$2,000,000 in aggregate for personal injury, bodily injury, and property damage
Installation Floater	Minimum coverage is the cost of this RFP
Automotive Liability	\$1,000,000 per accident for personal injury, bodily injury, and property damage

The liability insurance policy(ies) shall be primary and shall cover the Contractor for all work performed under the Contract, including changes, and all work performed incidental there to or directly or indirectly connected with the Contract. The Contractor shall maintain in full force and effect during the life of this contract liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personals injury, accidental death and property damage which may arise from operations under the contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require its subcontractor to provide its own insurance that meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The minimum insurance required shall be in full compliance with the Hawaii Insurance code throughout the entire term of the contract.

The Contractor shall provide DLIR certificate(s) of insurance that shows to the satisfaction of DLIR that the Contractor and its subcontractors, if applicable, has liability insurance that meet the requirements stipulated above **prior to the execution of a contract.**

The Contractor will immediately provide written notice to DLIR should any of the insurance policies evidenced on its Certificate of Insurance form(s) be cancelled, limited in scope, or not renewed upon expiration. In addition, each insurance policy required for the contract shall contain the following clauses:

- a. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii" and
- c. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

#### **6.24 SUBCONTRACTING**

No work or services shall be subcontracted or assigned without the prior written approval of the Contract Administrator. No subcontract shall under any circumstances relieve the Contractor of its obligations and liability under this contract with the DLIR UI. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

DLIR UI shall only interact with the Contractor's project manager with the overall vendor selected for the contract. Should the awarded vendor choose to use subcontractors to provide hardware or software services, DLIR UI shall not be required to contact those subcontractors when service or maintenance is needed. DLIR UI will only contact the Contractor and it will be the responsibility of the Contractor to contact the subcontractors.

#### **6.25 EXECUTION OF CONTRACT**

Successful Offeror receiving an award shall enter into a formal written contract. No performance or payment bond shall be required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the contractor shall be required to execute a supplement to the contract for the additional extension period

#### **6.26 NOTICE TO PROCEED**

No work is to be undertaken by the Contractor prior to the official commencement date specified on the Notice to Proceed. The State will not be liable for any work, contract, cost, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official start date.

#### **6.27 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS**

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the DLIR UI will require the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work in writing to the DLIR UI.

Changes to the contract may be made only by contract modification signed by the Director and Contractor personnel authorized to sign contracts on behalf of the Contractor.

#### **6.28 INSPECTION AND MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The Contractor shall be responsible for the completion of all work set out in the contract. All work shall be subject to the inspection, evaluation, and approval by the DLIR BMO. The DLIR UI may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract.

Should the DLIR BMO determine that corrections or modifications are necessary in order to accomplish the provisions of the Contract, the DLIR BMO may direct the Contractor to make such changes.

Substantial failure of the Contractor to perform the contract may cause the DLIR UI to terminate the contract. In this event, the DLIR UI may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

#### **6.29 ACCESS AND AUTHORITY**

The work shall be available for inspection, at any time, by the DLIR or its representatives. All work not in conformity with the specifications shall be subject to rejection. All rejected work shall be immediately replaced with those called for in the contract.

The DLIR's representatives shall have the right to order the work of the Contractor or any subcontractor wholly or partially stopped if, in their sole judgment, the work being done is not in strict accordance with the Specifications herein, or until any objectionable person is removed from the premises, and shall have the right to declare the contract forfeited for nonperformance when not being executed according to the intent and meaning of the contract and Specifications.

Such stoppage, suspension, or forfeiture shall not in any way invalidate any terms of the contract, and no extra charge shall be allowed the Contractor by reason of such stoppage or suspension. The DLIR UI shall notify the Contractor in writing of any deviations in the performance of the Contractor's obligations herein, and the Contractor shall be given a twenty-four (24) hour period to cure such deviations to the satisfaction on the DLIR UI before executing the Contractor's rights hereunder.

#### **6.30 INVOICING**

Beginning the first completed month of services and on the first of each subsequent month, the Contractor shall submit original and three copies of the invoice to the following address:

DLIR Unemployment Insurance  
Attn: Anne Eustaquio, Program Development Officer  
830 Punchbowl Street, Room 325  
Honolulu, HI 96813

The invoice should reference both the contract number and the RFP number.

#### **6.31 FEDERAL FUNDS AS RECEIVED (100%)**

It is understood and agreed to by all Offerors that the contract resulting from this RFP shall be construed to be an agreement to pay the obligation under the contract only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay such obligation at all events out of any funds other than those which are received from the federal government.

#### **6.32 PAYMENT**

Section 103-10, HRS, provides that the DLIR UI shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the DLIR UI will reject any proposal submitted with a condition requiring payment within a shorter period. Further, the DLIR UI will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The DLIR UI will not recognize any requirement established by the Contractor and communicated to the DLIR UI after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

Work will not be performed by the Contractor and the DLIR UI will not be required to pay for such work unless and until funds are available.

#### **6.33 DEBRIEFING**

Pursuant to §3-122-60, a debriefing may be provided to the non-selected offerors to inform them of the basis for the source selection decision and contract award if one is requested.

A written request for debriefing shall be made to the officer-in-charge within three (3) working days after the posting of the award.

Any protest pursuant to §103D-303(h), HRS, following a debriefing shall be filed within five (5) working days, as specified in section §103D-303(h), HRS, shall be submitted in writing to:

Leila Shar, Business Management Officer  
DLIR Administrative Services Office  
830 Punchbowl Street, Room 309  
Honolulu, Hawaii 96813

#### **6.34 PROTEST**

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the State Procurement Office webpage at <http://spo.hawaii.gov>

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to:

Leila Shar, Business Management Officer  
DLIR Administrative Services Office  
830 Punchbowl Street, Room 309  
Honolulu, Hawaii 96813



**SECTION SEVEN  
ATTACHMENTS**

- **OFFER FORMS OF-1 AND OF-2**
- **WAGE CERTIFICATE**
- **TAX EQUALIZATION CERTIFICATE**
- **DLIR NETWORK – LOGICAL DIAGRAM**
- **DLIR WEB DIAGRAM**

**OFFER FORM  
OF-1**

SEALED OFFERS FOR DEVELOPING, INSTALLING, HOSTING & MAINTAINING AN AUTOMATED  
UNEMPLOYMENT INSURANCE FULL SCALE EMPLOYER WEB APPLICATION AND AUTOMATED UI TAX FIELD  
AUDIT PROGRAM WHICH MAINTAINS A WORKER MISCLASSIFICATION PREVENTION AND DETECTION SYSTEM  
STATE OF HAWAII  
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
RFP-17-001-UI

Business Management Officer  
State of Hawaii  
Department of Labor and Industrial Relations  
Administrative Services Office  
830 Punchbowl Street, Room 309  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor   ☐ Partnership   ☐ Corporation   ☐ Joint Venture  
☐ Other \_\_\_\_\_

\*State of incorporation: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No.: \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_ (x) \_\_\_\_\_

Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

E-mail Address: \_\_\_\_\_

\*

**Exact Legal Name of Company (Offeror)**

\* If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

**OFFER FORM  
OF-2**

THE OFFER FORM SHOULD BE SUBMITTED IN A FORMAT THAT CLEARLY IDENTIFIES THE COSTS RELATED TO THE REQUIREMENTS OF THIS RFP.

I. SYSTEM DEVELOPMENT, TESTING AND IMPLEMENTATION  
REQUIREMENTS FOR THE LEP TRANSLATION APPLICATION \$ \_\_\_\_\_

II. HOSTING SERVICES AND MAINTENANCE SUPPORT FOR THE LEP TRANSLATION APPLICATION

FIRST YEAR:

Hosting Services	\$	_____
Maintenance Support	\$	_____

SECOND YEAR: (INFO ONLY)

Hosting Services	\$	_____
Maintenance Support	\$	_____

THIRD YEAR: (INFO ONLY)

Hosting Services	\$	_____
Maintenance Support	\$	_____

**FIRST YEAR HOSTING ONLY ON THIS LINE** \$ \_\_\_\_\_

**FIRST YEAR MAINTENANCE ONLY ON THIS LINE** \$ \_\_\_\_\_

III. HOSTING SERVICES AND MAINTENANCE SUPPORT FOR THE BENEFIT CLAIMS ONLINE SYSTEM

FIRST YEAR:

Hosting Services	\$	_____
Maintenance Support	\$	_____

SECOND YEAR: (INFO ONLY)

Hosting Services	\$	_____
Maintenance Support	\$	_____

THIRD YEAR: (INFO ONLY)

Hosting Services	\$	_____
Maintenance Support	\$	_____

**FIRST YEAR HOSTING ONLY ON THIS LINE** \$ \_\_\_\_\_

**FIRST YEAR MAINTENANCE ONLY ON THIS LINE** \$ \_\_\_\_\_

MISCELLANEOUS COSTS (LIST AND INCLUDE SERVICE AGREEMENTS)

_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____

TOTAL MISCELLANEOUS COST \$ \_\_\_\_\_

TOTAL SUM BID \$ \_\_\_\_\_

Offeror \_\_\_\_\_  
Name of Company \_\_\_\_\_

**WAGE CERTIFICATE**  
**FOR SERVICE CONTRACTS**  
(See Special Provisions)

Subject: RFP No.: \_\_\_\_\_

Title of RFP: \_\_\_\_\_

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered will be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract will result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the Director of Labor. Payment in the final settlement of the contract or the release of bonds, if applicable, or both will not be made unless the Director of Labor has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: RFP-\_\_\_\_\_

Description:\_\_\_\_\_

\_\_\_\_\_  
(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- |   | <u>Yes</u>               | <u>No</u>                |   |
|---|--------------------------|--------------------------|---|
|   | (check only              | one)                     |   |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)?         | <input type="checkbox"/> | <input type="checkbox"/> |   |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | <input type="checkbox"/> | <input type="checkbox"/> |   |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH?        | <input type="checkbox"/> | <input type="checkbox"/> |   |
| 4. Will your business provide any services in the SOH under the contract to be awarded?   | <input type="checkbox"/> | <input type="checkbox"/> | * |

\* If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

\_\_\_\_\_

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103D-1008, HRS, applies to you.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

